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Official Public Records

Tarrant County Texas

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SECOND AMENDMENT TO OIL AND GAS LEASETHE STATE OF TEXAS
COUNTY OF TARRANT

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Chesapeake Operating, Inc.

WHEREAS, the CITY OF ARLINGTON, a home rule municipal corporation of the State of Texas located with Tarrant County, Texas ("Lessor") and CHESAPEAKE EXPLORATION, L.L.C., a Oklahoma limited liability company ("Lessee") entered into an Oil and Gas Lease (Restricted Surface Use), dated effective as of August 22, 2007 (the "Lease"), as evidenced by a Memorandum of Oil and Gas Lease, dated August 22, 2007, and filed for record in Instrument No. D207324648 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, Lessor and Lessee now desire to amend the Lease, as specified below;

NOW, THEREFORE, for valuable consideration and in consideration of mutual covenants, Lessor and Lessee hereby agree as follows:

1. The Lease land description on Exhibit "A" shall be modified to include the following tracts of land, containing in the aggregate approximately 12.022 acres:

39. Being approximately 2.44 acres of land, William D. Lacy Survey, Abstract No.929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Special Warranty Deed, as recorded in Volume 14831, Page 430, of the Deed Records of Tarrant County, Texas; SAVE and EXCEPT approximately 1/32 of all mineral interest reserved by Deed dated March 8, 1955, as recorded in Volume 2844, Page 15, from Roscoe J. Anderson and Wife, Louella Anderson to V.L. Evans and Wife, Ruth Evans and A.E. Bailey and Wife Jo Evans Bailey, of the Deed Records of Tarrant County, Texas, leaving approximately 2.258 net mineral acres more of less.

Subject to any and all prior reservations or exceptions of record including, but not limited to, that contained in instrument recorded at Volume 2844, Page 15, Deed Records of Tarrant County, Texas

40. Being approximately .971 acres of land out of the William D. Lacy Survey, Survey, Abstract No.929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Deed, as recorded in Volume 14832, Page 01, of the Deed Records of Tarrant County, Texas.

41. Being approximately 1.249 acres of land, out of the William D. Lacy Survey, Abstract No. 929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Donation Deed, as recorded in Volume 14944, Page 106, of the Deed Records of Tarrant County, Texas.

42. Being approximately .961 acres of land, out of the William D. Lacy Survey, Abstract No. 929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Donation Deed, as recorded in Volume 14044, Page 104, of the Deed Records of Tarrant County, Texas.

43. Being approximately .299 acres of land, out of the William D. Lacy Survey, Abstract No. 929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Donation Deed, as recorded in Volume 14944, Page 107, of the Deed Records of Tarrant County, Texas.

44. Being approximately 1.91 acres of land, out of the William D. Lacy Survey, Abstract No. 929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Warranty Deed, as recorded in Volume 10691, Page 1634, of the Deed Records of Tarrant County, Texas.

45. Being approximately 3.615 acres of land, out of the William D. Lacy Survey, Abstract No. 929, City of Arlington, Tarrant County, Texas, conveyed to the City of Arlington by Warranty Deed, as recorded in Volume 10679, Page 1173, of the Deed Records of Tarrant County, Texas.

46. Being approximately .759 acres of land, out of the C.M. Adams Survey, Abstract No. 35, City of Arlington, Tarrant County, Texas conveyed to the City of Arlington by Warranty Deed, as recorded in Volume 10263, Page 2354, of the Deed Records of Tarrant County, Texas.

2. Miscellaneous. The Lease, as expressly amended by this Amendment, shall continue in full force and effect in accordance with its terms. If the terms of this Amendment conflict with the terms of the Lease, then the terms of this Amendment shall govern.

3. Counterparts. This Amendment may be executed in multiple counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement.

4. Memorandum. It is understood and agreed that a Memorandum of Amendment to Oil and Gas Lease may be filed of record for the purpose of providing record notice of the existence of this Amendment in lieu of recording the executed original. Said Memorandum of Amendment to Oil and Gas Lease shall be recorded in the Official Public Records of Tarrant County, Texas, within a reasonable time by Lessee with a copy thereof to be promptly furnished to Lessor.

5. No Warranty. This Second Amendment to Oil & Gas Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, may purchase or discharge, in whole or in part, any claim, mortgage or other expense upon the leased premises or arising from the leased premises and reimburse Lessor for any expense associated with any title or other claim of whatever nature. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well be reduced.

EXECUTED this 22nd, day of October, 2009.

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
Oklahoma limited liability company

By:

Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

LESSOR:

CITY OF ARLINGTON, TEXAS

By:

Robert S. Byrd
Deputy City Manager

ATTEST

Karen Earlar, City Secretary

ARLINGTON, TEXAS

APPROVED AND FORWARDED:

Jay Doegey, City Attorney

